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August 26, 2021

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd Chief  
Clerk and Executive Director  
Public Service Commission of South Carolina 101  
Executive Center Drive, Suite 100 Columbia, South  
Carolina 29210

**Re: Duke Energy Carolinas, LLC's and Duke Energy Progress, LLC's Petition for  
Limited Waivers and Request for Approval of Updated Service Regulations  
Docket No. 2021-91-E  
Request for Approval of Revert to Owner Program**

Dear Ms. Boyd:

Duke Energy Carolinas, LLC ("DEC") and Duke Energy Progress, LLC's ("DEP" or, together with DEC, the "Companies") hereby respectfully request the Public Service Commission of South Carolina (the Commission") approve revisions to the enclosed Revert to Owner Agreements. As part of the implementation of Customer Connect, the Companies are seeking Commission approval to revise and align their respective landlord reversion programs for uniformity across DEP and DEC's service territories.

The Revert to Owner program allows landlords who own rental properties, including single family, multi-family and/or commercial properties, to avoid a lapse in service by automatically placing electric service and/or an outdoor light account back into the landlord's name when a tenant voluntarily vacates a property. DEP's program is currently available only to residential customers. With the Commission's approval of these updates, the Revert to Owner Program will be available to DEP and DEC's residential and non-residential customers.

This request does not involve a change to any of the Companies' retail rates or prices, nor does it require any change in any Commission rule, regulation or policy. Accordingly, neither notice to the public at-large, nor a hearing is required regarding this request. In support of this request, the Companies would respectfully show the Commission the following:

## **I. Background**

The Commission originally approved DEP's (then Carolina Power and Light Company) request to update its service regulations to implement a landlord reversion program on April 5, 1995 in Docket No. 95-652-E. *See* Order No. 95-837. This Program was initially developed to accommodate landlords who wanted to have service in their rental units placed in the landlord's name after a unit was vacated by a tenant, in order to clean and/or show the unit, prevent damages to water pipes in the winter, and for other various purposes. DEC has a similar landlord reversion program, which is not currently on file with the Commission.

## **II. Program Description**

As noted above, the Revert to Owner program allows landlords who own rental properties to avoid a lapse in service by automatically placing electric service in the landlord's name when a tenant voluntarily vacates a property. The program is applicable to both residential and non-residential property owners. There are no minimum property count requirements or a need for properties to be contiguous to participate. Landlords who have service for the lighting of outdoor areas at premises for which tenants are responsible for the charges are also eligible for the program.

To enroll, the landlord must not have any outstanding debt with the Companies and must be able to provide an email address. With the implementation of Customer Connect, landlords will have the option to enroll via self-service in the Companies' new Landlord Experience Portal available from their website ([www.duke-energy.com](http://www.duke-energy.com)) or via Customer Care Specialist ("CCS"). CCSs will have the ability to establish Revert to Owner setup on behalf of a landlord who chooses not to self-serve. Self-service landlords will accept terms and conditions of the program as part of the electronic enrollment process. CCS enrollment will require a contract to be signed and property addresses provided by the landlord for enrollment to be complete. Landlords will have access to the Companies' Landlord Experience Portal which will provide a dashboard view of all the landlord's properties registered with the Revert to Owner program. In addition, CCSs will maintain a view of all properties associated with any landlord. CCSs will also be available to assist landlords enrolled in Revert to Owner, as needed.

A security deposit will not be assessed for landlords establishing service for properties enrolled in the Revert to Owner program. The Companies believe the financial impact to be negligible because enrollment in the Revert to Owner program will be limited to landlords with no past due balances, and if a property enrolled in the Revert to Owner program is disconnected for nonpayment, a security deposit will be required to restore service. Additionally, landlords with outstanding balances will not be allowed to enroll additional properties in the Revert to Owner program until such balances are satisfied. Landlords requesting to establish service at a property not enrolled in the Revert to Owner program will be subject to the establishment of credit policies described in the Rules and Regulations of the Commission.

Recertification will occur every two years based on the date of the oldest Revert to Owner premises established. If the oldest Revert to Owner enrolled premises is removed at any time, the recertification date will remain the same. Landlords will have access to recertification dates via

the Companies' Landlord Experience Portal. Landlords who elect not to utilize the Landlord Experience Portal will receive an email reminder to recertify their properties by contacting the Companies' call center. The purpose of recertification is to ensure properties enrolled in the Revert to Owner program are valid and allow the landlord to act to un-enroll from the program to avoid errors in service reversion and subsequent billing disputes. Landlords will have the ability to remove premises from the Revert to Owner program via the Landlord Experience Portal and by calling the Companies' call centers. Failure to recertify may result in properties being removed from the Revert to Owner program. Landlords will have the option to add properties back to the program if removed for failure to recertify.

Landlords currently enrolled in the Companies' landlord reversion plans will automatically be enrolled in the Revert-to-Owner program. Additionally, as part of the Customer Connect customer communication campaign, current landlords receive information about the new Landlord Portal and added features.

### III. Summary of Proposed Changes to Revert to Owner Program:

The table below provides a comparison of the current state of the programs and how they will change with Customer Connect:

	Current State		Future State	
	DEC	DEP	DEC	DEP
Signed contract for enrollment	Yes	Yes	Yes	Yes
Notary requirement for contract signature	No	Yes	No	No
Residential rental properties	Yes	Yes	Yes	Yes
Non-residential rental properties	Yes	No	Yes	Yes
Minimum number of contiguous properties	No	No	No	No
Connection charge when service reverts to landlord	Yes	Yes	Yes	Yes
Deposit required for Revert to Owner enrollment	No	No	No ( <i>except disconnection for non-payment</i> )	No ( <i>except disconnection for non-payment</i> )
Deposit calculation methodology	N/A	N/A	According to Rules	According to Rules

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The Companies have attached, as Exhibit 1, the updated Revert to Owner Agreements, which include the program's terms and conditions and enrollment forms. The Companies have submitted updated service regulations that include reference to the Revert to Owner Programs so that current landlords can review the terms and conditions of the program as part of their Amended Petition for Limited Waivers and Request for Approval of Updated Service Regulations, filed concurrently in this docket. The Companies respectfully request that the Commission approve the Revert to Owner program for DEC and DEP as described herein.

Sincerely,



Katie M. Brown

Enclosure

cc: Parties of record

## Revert to Owner Agreement

The undersigned hereby agrees to participate in and authorizes Duke Energy Duke Energy Carolinas, LLC ("Duke Energy") to enroll the below specified properties in the Duke Energy Revert to Owner Program (the "RTO Program") subject to the terms and conditions set forth in this Revert to Owner Agreement (the "RTO Agreement").

**1. Property Owner(s), Authorized Representative and Account Information.**

Legal Name of Owner(s) ("Owner"):

\_\_\_\_\_

Authorized Representative of Owner: \_\_\_\_\_. If different from Owner, please attach power of attorney or other authorization to act on behalf of Owner. Hereinafter Owner and its authorized representative may be collectively referred to as the "Customer."

Account name to revert to during periods of non-tenancy (the "RTO Account"):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ or Social Security #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- 2. Program Description.** For properties that have been enrolled in the RTO Program, when a resident of an enrolled property requests disconnection of electric and lighting service to the unit, service to the unit will not be disconnected. Instead, Duke Energy will read the meter and automatically transfer the account to the Customer's RTO Account specified above; provided however, the service will not be automatically transferred to the RTO Account under any of the following circumstances:
- a. if service to the premises has been disconnected for nonpayment of a bill or for violation of Duke Energy's Terms of Service (as defined below);
  - b. if an inspection is required by local government;
  - c. if improper changes are made to the electrical wiring at the premises or if Duke Energy's meter or other equipment serving the premises has been tampered with; or
  - d. If Duke Energy determines in its reasonable discretion that the premises or the use of electricity at the premises is in violation of Duke Energy's Terms of Service.
- 3. Obligation of Customer.** The Customer shall be responsible for all electric and lighting service used on the premises of an enrolled property at all times during which the account has reverted to the RTO Account specified in this RTO Agreement, subject to and in accordance with Duke Energy's Terms of Service for the applicable account.
- 4. Enrolled Addresses.** Each of the property addresses specified by the Customer during the online enrollment process hereto will be enrolled addresses and will revert to the RTO Account pursuant to the terms of the RTO Program.
- 5. Management of Enrolled Properties.** The Customer shall be responsible for keeping the property list in the RTO Agreement up to date, including by adding new properties or removing properties that are no longer subject to the RTO Program due to sale or any other reason. Adjustments to the property list may be made by owner or its designated property manager through an on-line self-service tool (the "Landlord Experience") located at Duke-Energy.com or by contacting a Customer Care Specialist at 800-777-9898. An email address is required to participate in the RTO Program.

6. **Terms of Service; Governing Law.** This Agreement is subject to the applicable rate schedules and the terms and conditions for electric service (the "Terms of Service") filed by Duke Energy with the Public Service Commission of South Carolina (the "Commission") and other applicable rules, laws and regulations issued by the Commission or any federal, state or local governmental entity with jurisdiction over Duke Energy and the subject matter hereof (collectively, the "Governing Law"). In the event of any conflict between any term of this RTO Agreement and any applicable Governing Law, the Governing Law will prevail.
7. **Terms and Conditions.** This RTO Agreement shall be subject to the Terms and Conditions attached hereto as Exhibit "A" or any replacement thereto, which is incorporated herein by reference.
8. **Term.** This RTO Agreement shall be effective when signed by Customer and submitted to Duke Energy and shall remain in effect until terminated by Customer or Duke Energy in writing. Customer or Duke Energy may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. The Customer may also use the online Landlord Experience to manage and unenroll address(es) from the Agreement or contact Duke Energy for assistance. The failure of Customer to recertify any enrolled address on a periodic (biennial) basis in accordance with the Terms and Conditions or as requested by Duke Energy from time to time may result in the removal of one or more enrolled addresses as determined by Duke Energy in a commercially reasonable manner.
9. **Representations and Warranties.** As of the date hereof and during the term of this RTO Agreement the undersigned Customer represents and warrants the following:
  - a. such party has the capacity, authority, and power to execute, deliver, and perform under this RTO Agreement;
  - b. this RTO Agreement constitutes legal, valid, and binding obligations enforceable against the Customer;
  - c. the person who executes this RTO Agreement on behalf of Customer has full and complete authority to execute and bind the Owner to this RTO Agreement as an authorized representative of the Owner;
  - d. Customer is acting on its own behalf and has made its own independent decision to bind itself under this RTO Agreement; and,
  - e. Customer has completely read, fully understands, and voluntarily accepts every provision of this RTO Agreement.
10. **Electronic Signature.** By clicking "Accept Terms and Conditions" within the online enrollment process the Customer hereby acknowledges and agrees that this RTO Agreement shall be deemed to be fully executed. Customer acknowledges and agrees that Customer's electronically applied and/or transmitted signatures shall have the same effect as manually applied or transmitted signatures.

**Exhibit A**  
**Terms and Conditions:**

The Customer shall provide the Company with a valid email address to be eligible to participate in the RTO Program.

A self-service, online tool (the "Landlord Experience") will be provided by Duke Energy for use by Customers to enroll and manage properties participating in the RTO Program. The Customer is encouraged to use the Landlord Experience to enroll, manage and update its properties participating in the RTO Program; provided however, the Customer may request the assistance of Duke Energy's customer service representatives by contacting Duke Energy at the number specified in this RTO Agreement.

The Customer agrees to use the same Customer name on all enrolled accounts and to provide Duke Energy with a complete mailing address for each served premises. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.

The Customer shall be obligated to pay any security deposit required under the Terms of Service including without limitation, in the event that a property enrolled in the RTO Program has been disconnected for non-payment while active in the Customer's name. All security deposits may be applied to amounts owed to Duke Energy or returned to Customer in accordance with the Terms and Service.

When a tenant requests a disconnect of service, Duke Energy will obtain a meter reading and automatically transfer the service from the tenant's name to the Customer's RTO Account. When a tenant requests a connect of service, Duke Energy will obtain a meter reading and transfer the service from the Customer's RTO Account to the tenant's name.

The Customer is responsible for recertifying the enrolled properties that it desires to continue in the RTO Program every 24 months from the date of the first enrollment. Failure of Customer to recertify any enrolled property within 24 months of its initial enrollment or recertification, may result in Duke Energy removing the un-recertified properties from the RTO Program. Provided however, removal of the un-recertified properties from the RTO Program does not terminate the service at the property; therefore, the Customer will still be responsible for charges while the property is active in the name of the Customer.

Nothing stated herein shall be deemed to modify, rescind or alter in any way any agreement or contract for electric and lighting service or other agreement between Duke Energy and Customer which shall remain in full force and effect according to their respective terms.

Duke Energy reserves all rights under its Terms of Service or any applicable Governing Law, including without limitation, the right to disconnect service to Customer following proper notice, in the event Customer fails to timely remit payment for electric and lighting service, fraudulently obtains electric and lighting service or otherwise violates any applicable Governing Law, Commission rule or order or the Terms of Service.

Customer's failure to comply with any of the conditions of this RTO Agreement may result in the termination of this RTO Agreement and the immediate removal of all of Customer's enrolled accounts from the RTO Program as determined by Duke Energy in its reasonable discretion. Customer will be sent written notification of any such termination to the mailing address or email address specified in this RTO Agreement or any updated address provided by Customer to Duke Energy in writing.

## Revert to Owner Agreement

The undersigned hereby agrees to participate in and authorizes Duke Energy Duke Energy Progress, LLC ("Duke Energy") to enroll the below specified properties in the Duke Energy Revert to Owner Program (the "RTO Program") subject to the terms and conditions set forth in this Revert to Owner Agreement (the "RTO Agreement").

**1. Property Owner(s), Authorized Representative and Account Information.**

Legal Name of Owner(s) ("Owner"):

\_\_\_\_\_

Authorized Representative of Owner: \_\_\_\_\_. If different from Owner, please attach power of attorney or other authorization to act on behalf of Owner. Hereinafter Owner and its authorized representative may be collectively referred to as the "Customer."

Account name to revert to during periods of non-tenancy (the "RTO Account"):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ or Social Security #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- 2. Program Description.** For properties that have been enrolled in the RTO Program, when a resident of an enrolled property requests disconnection of electric and lighting service to the unit, service to the unit will not be disconnected. Instead, Duke Energy will read the meter and automatically transfer the account to the Customer's RTO Account specified above; provided however, the service will not be automatically transferred to the RTO Account under any of the following circumstances:
- a. if service to the premises has been disconnected for nonpayment of a bill or for violation of Duke Energy's Terms of Service (as defined below);
  - b. if an inspection is required by local government;
  - c. if improper changes are made to the electrical wiring at the premises or if Duke Energy's meter or other equipment serving the premises has been tampered with; or
  - d. If Duke Energy determines in its reasonable discretion that the premises or the use of electricity at the premises is in violation of Duke Energy's Terms of Service.
- 3. Obligation of Customer.** The Customer shall be responsible for all electric and lighting service used on the premises of an enrolled property at all times during which the account has reverted to the RTO Account specified in this RTO Agreement, subject to and in accordance with Duke Energy's Terms of Service for the applicable account.
- 4. Enrolled Addresses.** Each of the property addresses specified by the Customer during the online enrollment process hereto will be enrolled addresses and will revert to the RTO Account pursuant to the terms of the RTO Program.
- 5. Management of Enrolled Properties.** The Customer shall be responsible for keeping the property list in the RTO Agreement up to date, including by adding new properties or removing properties that are no longer subject to the RTO Program due to sale or any other reason. Adjustments to the property list may be made by owner or its designated property manager through an on-line self-service tool (the "Landlord Experience") located at Duke-Energy.com or by contacting a Customer Care Specialist at 800-452-2777. An email address is required to participate in the RTO Program.



6. **Terms of Service; Governing Law.** This Agreement is subject to the applicable rate schedules and the terms and conditions for electric service (the "Terms of Service") filed by Duke Energy with the Public Service Commission of South Carolina (the "Commission") and other applicable rules, laws and regulations issued by the Commission or any federal, state or local governmental entity with jurisdiction over Duke Energy and the subject matter hereof (collectively, the "Governing Law"). In the event of any conflict between any term of this RTO Agreement and any applicable Governing Law, the Governing Law will prevail.
7. **Terms and Conditions.** This RTO Agreement shall be subject to the Terms and Conditions attached hereto as Exhibit "A" or any replacement thereto, which is incorporated herein by reference.
8. **Term.** This RTO Agreement shall be effective when signed by Customer and submitted to Duke Energy and shall remain in effect until terminated by Customer or Duke Energy in writing. Customer or Duke Energy may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. The Customer may also use the online Landlord Experience to manage and unenroll address(es) from the Agreement or contact Duke Energy for assistance. The failure of Customer to recertify any enrolled address on a periodic (biennial) basis in accordance with the Terms and Conditions or as requested by Duke Energy from time to time may result in the removal of one or more enrolled addresses as determined by Duke Energy in a commercially reasonable manner.
9. **Representations and Warranties.** As of the date hereof and during the term of this RTO Agreement the undersigned Customer represents and warrants the following:
  - a. such party has the capacity, authority, and power to execute, deliver, and perform under this RTO Agreement;
  - b. this RTO Agreement constitutes legal, valid, and binding obligations enforceable against the Customer;
  - c. the person who executes this RTO Agreement on behalf of Customer has full and complete authority to execute and bind the Owner to this RTO Agreement as an authorized representative of the Owner;
  - d. Customer is acting on its own behalf and has made its own independent decision to bind itself under this RTO Agreement; and,
  - e. Customer has completely read, fully understands, and voluntarily accepts every provision of this RTO Agreement.
10. **Electronic Signature.** By clicking "Accept Terms and Conditions" within the online enrollment process the Customer hereby acknowledges and agrees that this RTO Agreement shall be deemed to be fully executed. Customer acknowledges and agrees that Customer's electronically applied and/or transmitted signatures shall have the same effect as manually applied or transmitted signatures.

**Exhibit A**  
**Terms and Conditions:**

The Customer shall provide the Company with a valid email address to be eligible to participate in the RTO Program.

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The Customer shall be obligated to pay any security deposit required under the Terms of Service including without limitation, in the event that a property enrolled in the RTO Program has been disconnected for non-payment while active in the Customer's name. All security deposits may be applied to amounts owed to Duke Energy or returned to Customer in accordance with the Terms and Service.

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Nothing stated herein shall be deemed to modify, rescind or alter in any way any agreement or contract for electric and lighting service or other agreement between Duke Energy and Customer which shall remain in full force and effect according to their respective terms.

Duke Energy reserves all rights under its Terms of Service or any applicable Governing Law, including without limitation, the right to disconnect service to Customer following proper notice, in the event Customer fails to timely remit payment for electric and lighting service, fraudulently obtains electric and lighting service or otherwise violates any applicable Governing Law, Commission rule or order or the Terms of Service.

Customer's failure to comply with any of the conditions of this RTO Agreement may result in the termination of this RTO Agreement and the immediate removal of all of Customer's enrolled accounts from the RTO Program as determined by Duke Energy in its reasonable discretion. Customer will be sent written notification of any such termination to the mailing address or email address specified in this RTO Agreement or any updated address provided by Customer to Duke Energy in writing.